

Deutsche Bank
Global Technology & Operations



September 30, 2013

Deutsche Bank AG New York Branch
STANDBY LETTER OF CREDIT UNIT
60 WALL STREET
NEW YORK, NY 10005
Fax 212 797-0403

Standby Letter of Credit No. DBS-20280

Beneficiary:

Apache Corporation (the "**Beneficiary**")
2000 Post Oak Boulevard
Suite 1000
Houston, Texas 77056
Attention: Matt Dundrea
Phone: (713) 296-6000

Ladies and Gentlemen:

We, Deutsche Bank AG New York Branch (the "**Issuing Bank**") hereby establish in your favor our Irrevocable Standby Letter of Credit No. DBS-20280 for the account of Fieldwood Energy LLC, a Delaware limited liability company (the "**Applicant**"), for a sum or sums not to exceed in the aggregate U.S. Dollars \$97,327,931.00 [Ninety Seven Million Three Hundred Twenty Seven Thousand Nine Hundred Thirty One and No/100 U.S. Dollars] (the "**Stated Amount**").

Funds under this Standby Letter of Credit are available to you upon receipt of your written statement in accordance with the terms and conditions of this Standby Letter of Credit in the form of Exhibit A (a "**Decommissioning Drawing Request**") or Exhibit B (a "**Non-Extension Drawing Request**") attached hereto purportedly signed by your authorized officer.

Multiple and partial drawings under this Standby Letter of Credit are allowed. The Stated Amount of this Standby Letter of Credit shall be reduced by the amount of any such drawings.

The Stated Amount of this Standby Letter of Credit shall from time to time automatically reduce (without any requirement for further notice, amendment or other formality or action of any person) upon the Issuing Bank's receipt of a Reduction Notice executed by both the Applicant and the Beneficiary in the form of Exhibit C.



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This Standby Letter of Credit expires at our office of Deutsche Bank AG New York Branch, 60 Wall Street, New York, New York 10005 on September 30, 2014 (as such date may be extended pursuant to the next paragraph, the “*Expiration Date*”).

It is a condition of this Standby Letter of Credit that its expiry date shall be automatically extended, without amendment, for additional periods of one year from the expiry date hereof, or any future expiration date, unless at least 60 (sixty) days prior to any expiry date we notify you by certified mail (return receipt requested) or by any other receipted means that we elect not to consider expiry date of this Standby Letter of Credit extended for any such additional period.

This Standby Letter of Credit shall automatically terminate (without any requirement for further notice, amendment or other formality or action of any person) upon the Issuing Bank’s receipt of a Termination Notice, accompanied by the Original Letter of Credit and executed by both the Applicant and the Beneficiary in the form of Exhibit D.

We hereby agree with you that each Decommissioning Drawing Request or Non-Extension Drawing Request, as applicable, presented under and in compliance with the terms and conditions of this Standby Letter of Credit will be duly honored upon presentation to us, and we will make payment on or before the second Banking Day following such presentment in accordance with the terms and conditions hereof.

As used herein, “Banking Day” means any day other than a Saturday, a Sunday, or a day on which banking institutions in the city of New York, New York are authorized or required to be closed.

In the event that a Decommissioning Drawing Request or Non-Extension Drawing Request, as applicable, fails to comply with the terms and conditions of this Standby Letter of Credit but is presented on or before the Expiration Date of this Standby Letter of Credit, we shall provide you prompt notice of same stating the reasons therefore and shall upon your instructions hold any non-conforming Decommissioning Drawing Request or Non-Extension Drawing Request, as applicable, at your disposal or return any non-conforming Decommissioning Drawing Request or Non-Extension Drawing Request, as applicable, to you at the address set forth above by overnight courier. Upon being notified that the Decommissioning Drawing Request or Non-Extension Drawing

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Request, as applicable, was not effected in compliance with this Standby Letter of Credit, the Beneficiary may attempt to correct such non-complying Decommissioning Drawing Request or Non-Extension Drawing Request, as applicable, in accordance with the terms and conditions of this Standby Letter of Credit.

Payments hereunder shall be made by us to you (a) by wire transfer in United States Dollars of immediately available funds in the amount of such drawing in accordance with your instructions set forth in the Decommissioning Drawing Request or Non-Extension Drawing Request, as applicable, and (b) without any deduction, recoupment, diminution, set-off, counterclaim or withholding (other than deduction or withholding of tax required by law, which shall be permitted) and we expressly waive any such right.

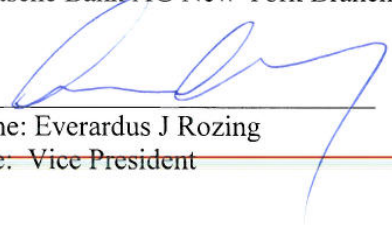
All Decommissioning Drawing Requests, Non-Extension Drawing Requests and communications with respect to this Standby Letter of Credit shall be in writing, addressed to us at 60 Wall Street, New York, New York 10005, Attention Standby Letter of Credit Unit, referencing this Standby Letter of Credit number DBS-20280 and presented to us by overnight courier, delivery in person or facsimile transmission at such address, provided that the original of any such Decommissioning Drawing Request or Non-Extension Drawing Request, as the case may be, sent via facsimile transmission shall also be sent to us at such address by overnight courier. However, our receipt of original Decommissioning Drawing Requests or Non-Extension Drawing Requests will not be conditions for payment hereunder.

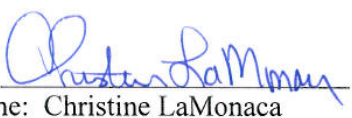
All of the Issuing Bank's charges are for the Applicant's account.

Except as otherwise expressly stated herein, this Standby Letter of Credit is subject to the International Standby Practices, International Chamber of Commerce, Publication No. 590 ("ISP98") and as to matters not addressed by the ISP98, shall be governed by and construed in accordance with the laws of State of New York.

Very truly yours,

Deutsche Bank AG New York Branch

By: 
Name: Everardus J Rozing
Title: Vice President

By: 
Name: Christine LaMonaca
Assistant Vice President